

IN THE UNITED STATES DISTRICT COURT
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States District Court
Southern District of Texas
FILED

AUG 04 2014

[under seal]

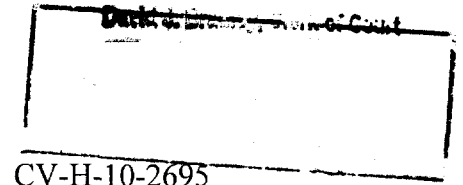
Plaintiffs,

v.

[under seal]

Defendants.

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FILED *EX PARTE*
AND UNDER SEAL

JURY DEMANDED

Judge Ewing Werlein, Jr.

UNITED STATES' NOTICE OF SETTLEMENT

ATTENTION SEALED CLERK

IN THE UNITED STATES DISTRICT COURT
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA
ex rel. KATHLEEN A. BRYANT,

Plaintiffs,

v.

COMMUNITY HEALTH SYSTEMS, INC.
and HERITAGE MEDICAL CENTER,

Defendants.

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CV-H-10-2695

FILED *EX PARTE*
AND UNDER SEAL

JURY DEMANDED

Judge Ewing Werlein, Jr.

UNITED STATES' NOTICE OF SETTLEMENT

Pursuant to this Court's Order of July 30th, 2014 (D.E. 36) the United States hereby notifies the Court that the settlement agreement between the parties has been fully executed. A copy of the fully executed agreement is attached to this Notice as Exhibit A. The United States requests that the Clerk immediately unseal this action as ordered by the Court. (*See* D.E. 36).

Respectfully submitted,

STUART DELERY

Assistant Attorney General for the Civil Division

KENNETH MAGIDSON

United States Attorney

By: 

ANDREW A. BOBB

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ATTORNEYS IN CHARGE FOR THE
UNITED STATES OF AMERICA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), and the Defense Health Agency (DHA), acting on behalf of the TRICARE program (collectively the "United States"); Community Health Systems, Inc., Community Health Systems Professional Services Corporation, and the entities identified on Attachment A ("Specified Facilities") (collectively "CHS"); and Relators Kathleen Bryant, Rachel Bryant, Bryan Carnithan, Amy Cook-Reska, Sheree Cook, James Doghramji, M.D., Thomas Mason, M.D., Scott Plantz, M.D., Nancy Reuille (collectively, "Relators") through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

"CHS" specifically excludes any entity related to CHS as a result of the merger of an indirect subsidiary of Community Health Systems, Inc. with Health Management Associates, Inc. ("HMA") or any HMA-related entity.

RECITALS

A. Community Health Systems, Inc. ("CHSI") is a Delaware corporation with its principal place of business in Franklin, Tennessee. It indirectly owns the Specified Facilities identified on Attachment A, consisting of one hundred and nineteen (119) hospitals. Community Health Systems Professional Services Corporation is a Delaware corporation with its principal place of business in Franklin, Tennessee. It is an indirect subsidiary of CHSI, and provides certain management services to hospitals affiliated with CHSI, including the Specified Facilities.



B. Relators have filed the following qui tam actions pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (collectively the "Civil Actions"):

United States ex rel. Bryant v. CHSI, et al.,
Case No. CV-H-10-2695 (S.D. Tex.)

United States, et al. ex rel. Carnithan v. CHSI, et al.,
Case No. 11-cv-312 WDS/DGW (S.D. Ill.)

United States, et al. ex rel. Cook-Reska v. CHSI, et al.,
Case No. CV-H-09-1565 (S.D. Tex.)

United States ex rel. James Doghramji; Sheree Cook; and Rachel Bryant v. CHSI, et al.,
Case No. 3-11-cv-00442 (M.D. Tenn.)

United States, et al. ex rel. Mason v. CHSI, et al.,
Case No. 3:12-cv-817 (W.D.N.C.)

United States ex rel. Plantz v. CHSI, et al.,
Case No. 10-C-0959 (N.D. Ill)

United States, et al. ex rel. Reuille v. CHSPC, et al.,
Case No. 1:09-cv-00007 (N.D. Ind.)

C. The United States contends that CHS submitted or caused to be submitted claims for payment to the Medicare Program ("Medicare"), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1; the TRICARE Program, 10 U.S.C. §§ 1071- 1110b ("TRICARE"); and the Medicaid Program ("Medicaid"), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (collectively "Government Healthcare Programs").

D. The United States contends that it has certain civil claims against CHS arising from the following conduct during the periods specified (hereinafter referred to as the "Covered Conduct").

1. Medically Unnecessary Emergency Department Admissions

From January 1, 2005 through December 31, 2010, CHS knowingly submitted or caused to be submitted claims for payment to the Government Healthcare Programs for certain inpatient admissions of Government Healthcare Program beneficiaries that were medically unnecessary and should have been billed as outpatient or observation services. The Covered Conduct in this Recital D.1. is specifically limited to claims submitted by the Specified Facilities related to the inpatient admission and treatment of Government Healthcare Program beneficiaries that meet all of the following criteria:

- (a) For beneficiaries who originally presented to the Emergency Department(s) ("ED") of the Specified Facilities;
- (b) For beneficiaries whose length of stay after inpatient admission was two (2) days or less;
- (c) For beneficiaries who were 65 years or older at the time they originally presented to the ED of a Specified Facility;
- (d) For beneficiaries who were not transferred or discharged to another acute care facility, did not leave the Specified Facility to which they originally presented against medical advice, and did not die while in a Specified Facility;
- (e) That were billed to the Government Healthcare programs under one of the following Diagnostic Related Groups ("DRGs") or Medical Severity DRGs ("MS-DRGs"):
 - i. From January 1, 2005 through September 30, 2007, DRG 524 (transient ischemia); DRG 088 (chronic obstructive pulmonary

- disease); DRG 127 (heart failure & shock); DRG 139 (cardiac arrhythmia & conduction disorder); DRG 141 (syncope & collapse); DRG 143 (chest pain); DRG 183 (esophagitis, gastroenterology & misc digestive disorders); DRG 297 (nutritional and miscellaneous metabolic disorders); DRG 321 (kidney and urinary tract infections);
- ii. From October 1, 2007 through December 31, 2010, MS-DRG 069 (transient ischemia); 192 (chronic obstructive pulmonary disease without CC/MCC); 293 (heart failure & shock without CC/MCC); 310 (cardiac arrhythmia & conduction disorder without CC/MCC); 312 (syncope & collapse); 313 (chest pain); 392 (esophagitis, gastroenterology & misc digestive disorders without MCC); 641 (nutritional and miscellaneous metabolic disorders without MCC); 690 (kidney and urinary tract infections without MC);¹
- iii. For Specified Facilities acquired by CHS during the covered period of January 1, 2005 through December 31, 2010, claims for services rendered 365 days after the facility was acquired by CHS through December 31, 2010. The relevant time period for each Specified Facility is listed on Attachment A; and

¹ On October 1, 2007, CMS changed from a system that assigned DRGs to Inpatient Prospective Payment System (IPPS) claims to a system that assigned Medical Severity DRGs (MS-DRGs) to IPPS claims. The MS-DRG codes listed in this section map to the DRG codes listed above for the period from January 1, 2005 through September 30, 2007.

- (f) For Medicare claims only, inpatient admissions billed and paid under fee for service Medicare Part A, where Medicare was the primary payor of the claim and the claim resulted in payment by Medicare.

2. Laredo Medical Center ("LMC")

(a) Medically Unnecessary Inpatient Procedures

From January 1, 2005 through December 31, 2010, LMC inappropriately submitted claims to Medicare for scheduled cardiac and hemodialysis services, billing these services as inpatient procedures when they should have been billed as outpatient procedures. These claims are limited to those that were submitted to Medicare under the ICD-9-CM procedure codes identified in Attachment B.

(b) Improper Financial Relationship

From January 1, 2007 through December 31, 2012, LMC engaged in an improper financial relationship, in connection with a Cardiac Rehabilitation Unit medical directorship, with Dr. Benson Huang. As a result, LMC submitted claims to Medicare for services rendered to patients referred to LMC by Dr. Huang, in violation of the Physician Self-Referral Law ("Stark Law"), 42 U.S.C. § 1395nn *et seq.* and the False Claims Act.

E. This Settlement Agreement is neither an admission of liability by CHS nor a concession by the United States or Relators that their claims are not well founded.

F. CHS expressly denies the allegations of the United States and Relators and denies that it engaged in any wrongful conduct in connection with the Covered Conduct.

G. Relators and their counsel claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relators' reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. CHS shall pay to the United States \$97,257,500 ("Settlement Amount") (of which \$88,257,500 relates to the Covered Conduct described in Recital D.1., above, and \$9,000,000 relates to the Covered Conduct described in Recital D.2., above), and interest on the Settlement Amount at a rate of 2.25% from May 11, 2014, no later than 10 days after the Effective Date of this Agreement by electronic funds transfer. Instructions for the transfer of the settlement funds related to the Covered Conduct described in Recital D.1 above will be provided by the United States Attorney's Office for the Middle District of Tennessee prior to the Effective Date. Instructions for the transfer of the settlement proceeds related to the Covered Conduct described in Recital D.2. above will be provided by the United States Attorney's Office for the Southern District of Texas prior to the Effective Date.

2. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon CHS's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, servants, agencies, and departments) releases CHS and their affiliates, predecessors, successors, related entities, and current and former directors, officers, employees, agents and assigns (the "Released Parties") from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provisions creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or

present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); or the common law theories of payment by mistake, unjust enrichment, fraud, or disgorgement.

3. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon CHS's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release CHS and their affiliates, predecessors, successors, related entities, and current and former directors, officers, employees, agents and assigns from any civil monetary claim the Relators have or may have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and from any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that they, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including, without limitation, any claim that the Relators asserted or could have asserted in their Civil Actions. All Parties agree that nothing in this Paragraph or this Agreement shall be construed in any way to release: any claims that Relators may have against CHS, or any entity related to CHS, relating to any HMA-related entity acquired by CHS through its merger with or acquisition of HMA in 2014; any claims Relators may have for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d); any claims that Relators may have under § 3730(h) and comparable state laws; Relators' claims for a relator's share under § 3730(d); or Relators' claims for a relator's share under the Medicaid state settlement agreements.

4. In consideration of the obligations of CHS in this Agreement and the Corporate Integrity Agreement ("CIA") entered into between OIG-HHS and CHS, and conditioned upon CHS's full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from

instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against CHS under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 6 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude CHS from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

5. In consideration of the obligations of CHS set forth in this Agreement, and conditioned upon CHS's full payment of the Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against CHS under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 6 (concerning excluded claims), below, and as reserved in this Paragraph. DHA expressly reserves authority to exclude CHS from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6 below.

6. Notwithstanding the releases given in paragraphs 2-5 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- i. Except as explicitly stated in this Agreement, any liability of individuals;
- j. Any claim against CHS, or any entity related to CHS, relating to any HMA-related entity acquired by CHS through the merger of an indirect subsidiary of CHSI with HMA in 2014.

7. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive

or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claims.

8. In consideration of Relators' obligations set forth in this Agreement, CHS, its predecessors, parents, affiliates, subsidiaries, successors, and assigns, and their current and former directors, officers, and employees when acting on behalf of CHS, fully and finally release, waive and forever discharge each of the Relators and their respective heirs, executors, successors, assigns, attorneys, and agents, individually and collectively, from any and all manner of claims, controversies, actions, causes of actions, demands, torts, damages, costs, attorneys' fees, moneys due on account, obligations, judgments or liabilities of any kind whatsoever in law or equity, arising out of agreement or imposed by statute, common law or otherwise, from the beginning of time to the date this Agreement is signed, whether or not known now, anticipated, unanticipated, suspected or claimed, fixed or contingent, whether yet accrued or not and whether damage has resulted from such or not. All Parties agree that nothing in this Paragraph or this Agreement shall be construed in any way to release, waive or otherwise affect the ability of CHS to challenge or object to Relators' claims for attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d).

9. CHS waives and shall not assert any defenses CHS may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the

Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

10. CHS fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CHS has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE, or any state payer, related to the Covered Conduct; and CHS agrees not to resubmit to any Medicare contractor, TRICARE, or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

12. CHS agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of CHS, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) CHS's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment CHS makes to the United States pursuant to this Agreement and any payments that CHS may make to Relators, including costs and attorney's fees; and
- (6) the negotiation of, and obligations undertaken pursuant to, the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS,
 - (iii) are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, and TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 12.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to CHS.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by CHS, and CHS shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by CHS or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: CHS further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by CHS or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. CHS agrees that the United States, at a minimum, shall be entitled to recoup from CHS any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by CHS or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as

defined in this Paragraph) on CHS or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine CHS's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

13. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 14 (waiver for beneficiaries paragraph), below.

14. CHS agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or secondary or third party payors based upon the claims defined as Covered Conduct.

15. Upon receipt of the payment described in Paragraphs 1 above, the United States shall promptly intervene in each of the Civil Actions and the United States and the Relators shall promptly sign and file in each of the Civil Actions Joint Notices of Dismissal of the Civil Actions pursuant to Rule 41(a)(1) as follows:

a. Each notice of dismissal shall be with prejudice as to the United States' and Relators' claims against CHS and all named CHS defendants in the Civil Actions as to the Covered Conduct in each Civil Action pursuant to and consistent with the Terms and Conditions of this Agreement;

b. Each notice of dismissal shall be without prejudice as to the United States and with prejudice as to Relators as to all other claims against CHS and all named CHS defendants, and without prejudice as to the United States and Relators as to all other entities

named as defendants in the Civil Actions pursuant to and consistent with the Terms and Conditions of this Agreement.

c. Provided, however, that the following claims shall not be dismissed, unless they are settled, adjudicated, or otherwise resolved, and any required consent by the United States is obtained, and the Courts are so informed:

- (1) Any claims Relators may have for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d);
- (2) Any claims Relators may have under § 3730(h) and comparable state laws;
- (3) Relators' claims for a relator's share under § 3730(d);
- (4) Relators' claims for a relator's share under the Medicaid state settlement agreements;
- (5) Any claim Relators may have against CHS, or any entity related to CHS, relating to any HMA-related entity acquired by CHS through the merger of an indirect subsidiary of CHSI with HMA in 2014.

16. Except for Relators' rights pursuant to 31 U.S.C. § 3730(d), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

18. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Tennessee, Nashville Division, except that this choice-of-forum

clause shall not govern any disputes between CHS and any particular relator arising from that relator's request for attorneys' fees pursuant to 31 U.S.C. § 3730(d) or any claims Relators have under 31 U.S.C. § 3730(h). For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

19. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

20. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

21. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

22. This Agreement is binding on CHS's successors, transferees, heirs, and assigns.

23. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

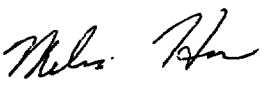
24. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public.

25. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

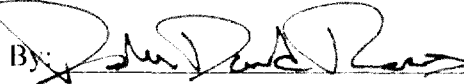
DATED: 7/29/14

By: _____


MELISSA HANDRIGAN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: July 29, 2014

DAVID RIVERA
United States Attorney
Middle District of Tennessee

By: 

JOHN-DAVID THOMAS
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

KENNETH MAGIDSON
United States Attorney
Southern District of Texas

By: _____

ANDREW BOBB
Assistant United States Attorney
Southern District of Texas

DATED: _____

ZACHARY T. FARDON
United States Attorney
Northern District of Illinois

By: _____

DAVID LIDOW
Assistant United States Attorney
Northern District of Illinois

DATED: _____

DAVID CAPP
United States Attorney
Northern District of Indiana

By: _____

OREST SZEWCIV
Assistant United States Attorney
Northern District of Indiana

DATED: _____

DAVID RIVERA
United States Attorney
Middle District of Tennessee

By: _____

JOHN-DAVID THOMAS
Assistant United States Attorney
Middle District of Tennessee

DATED: 7-23-2014

KENNETH MAGIDSON
United States Attorney
Southern District of Texas

By: Andrew Bobb with permission.

ANDREW BOBB
Assistant United States Attorney
Southern District of Texas

DATED: _____

ZACHARY T. FARDON
United States Attorney
Northern District of Illinois

By: _____

DAVID LIDOW
Assistant United States Attorney
Northern District of Illinois

DATED: _____

DAVID CAPP
United States Attorney
Northern District of Indiana

By: _____

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Northern District of Indiana

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DAVID RIVERA
United States Attorney
Middle District of Tennessee

By: _____

JOHN-DAVID THOMAS
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

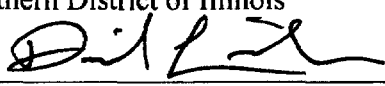
KENNETH MAGIDSON
United States Attorney
Southern District of Texas

By: _____

ANDREW BOBB
Assistant United States Attorney
Southern District of Texas

DATED: 7/23/14

ZACHARY T. FARDON
United States Attorney
Northern District of Illinois

By:  _____

DAVID LIDOW
Assistant United States Attorney
Northern District of Illinois

DATED: _____

DAVID CAPP
United States Attorney
Northern District of Indiana

By: _____

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DAVID RIVERA
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ZACHARY T. FARDON
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Northern District of Illinois

By: _____

DAVID LIDOW
Assistant United States Attorney
Northern District of Illinois

DATED: 7-23-14

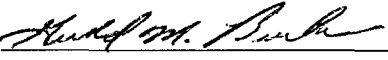
DAVID CAPP
United States Attorney
Northern District of Indiana

By:  _____

OREST SZEWCIW
Assistant United States Attorney
Northern District of Indiana

DATED: July 23, 2014

STEPHEN R. WIGGINTON
United States Attorney
Southern District of Illinois

By: 
GERALD BURKE
Assistant United States Attorney
Southern District of Illinois

DATED: _____

ANNE M. TOMPKINS
United States Attorney
Western District of North Carolina

By: _____
JONATHAN FERRY
Assistant United States Attorney
Western District of North Carolina

DATED: _____

By: _____
ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: _____

By: _____
PAUL J. HUTTER
General Counsel
Defense Health Agency
United States Department
of Defense

DATED: _____ STEPHEN R. WIGGINTON
United States Attorney
Southern District of Illinois

By: _____
GERALD BURKE
Assistant United States Attorney
Southern District of Illinois

DATED: 7-18-14 ANNE M. TOMPKINS
United States Attorney
Western District of North Carolina

By: _____
JONATHAN FERRY
Assistant United States Attorney
Western District of North Carolina

DATED: _____ By: _____
ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: _____ By: _____
PAUL J. HUTTER
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Defense Health Agency
United States Department
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Southern District of Illinois

By: _____

GERALD BURKE
Assistant United States Attorney
Southern District of Illinois

DATED: _____

ANNE M. TOMPKINS
United States Attorney
Western District of North Carolina

By: _____

JONATHAN FERRY
Assistant United States Attorney
Western District of North Carolina

DATED: 7/28/14

By: Robert K. DeConti

ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: _____

By: _____

PAUL J. HUTTER
General Counsel
Defense Health Agency
United States Department
of Defense

DATED: _____

STEPHEN R. WIGGINTON
United States Attorney
Southern District of Illinois

By: _____

GERALD BURKE
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Southern District of Illinois

DATED: _____

ANNE M. TOMPKINS
United States Attorney
Western District of North Carolina

By: _____

JONATHAN FERRY
Assistant United States Attorney
Western District of North Carolina

DATED: _____

By: _____

ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: 7/18/14

By: B. J. Hutten, Deputy GC

f.o.r PAUL J. HUTTER
General Counsel
Defense Health Agency
United States Department
of Defense

CHS - DEFENDANTS

DATED: July 23, 2014

By: 

RICHARD SAUBER
Robbins, Russell, Englert, Orseck, Untereiner
& Sauber LLP
Counsel for CHS

DATED: July 23, 2014

By: 

RACHEL SEIFERT
Community Health Systems, Inc.
General Counsel and Secretary

RELATORS

DATED: 7-17-2014

RELATOR KATHLEEN BRYANT

By: Kathleen Bryant
Kathleen Bryant

DATED: 7.17.2014

By: Michael Kier
Counsel for Kathleen Bryant

DATED: _____

RELATOR RACHEL BRYANT

By: _____
Rachel Bryant

DATED: _____

By: _____
Counsel for Rachel Bryant

DATED: _____

RELATOR BRYAN CARNITHAN

By: _____
Bryan Carnithan

DATED: _____

By: _____
Counsel for Bryan Carnithan

DATED: _____

RELATOR AMY COOK-RESKA

By: _____
Amy Cook-Reska

DATED: _____

By: _____
Counsel for Amy Cook Reska

RELATORS

DATED: _____ RELATOR KATHLEEN BRYANT

By: _____
Kathleen Bryant

DATED: _____ By: _____
Counsel for Kathleen Bryant

DATED: 7/11/14 RELATOR RACHEL BRYANT

By: Rachel Bryant
Rachel Bryant

DATED: 7/14/14 By: Travis A. Busch
Counsel for Rachel Bryant

DATED: _____ RELATOR BRYAN CARNITHAN

By: _____
Bryan Carnithan

DATED: _____ By: _____
Counsel for Bryan Carnithan

DATED: _____ RELATOR AMY COOK-RESKA

By: _____
Amy Cook-Reska

DATED: _____ By: _____
Counsel for Amy Cook Reska

RELATORS

DATED: _____ RELATOR KATHLEEN BRYANT

By: _____
Kathleen Bryant

DATED: _____ By: _____
Counsel for Kathleen Bryant

DATED: _____ RELATOR RACHEL BRYANT

By: _____
Rachel Bryant

DATED: _____ By: _____
Counsel for Rachel Bryant

DATED: 7/17/14 RELATOR BRYAN CARNITHAN

By: Bryan Carnithan
Bryan Carnithan

DATED: _____ By: _____
Counsel for Bryan Carnithan

DATED: _____ RELATOR AMY COOK-RESKA

By: _____
Amy Cook-Reska

DATED: _____ By: _____
Counsel for Amy Cook Reska

RELATORS

DATED: _____ RELATOR KATHLEEN BRYANT

By: _____
Kathleen Bryant

DATED: _____ By: _____
Counsel for Kathleen Bryant

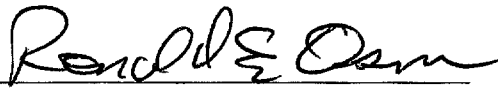
DATED: _____ RELATOR RACHEL BRYANT

By: _____
Rachel Bryant

DATED: _____ By: _____
Counsel for Rachel Bryant

DATED: _____ RELATOR BRYAN CARNITHAN

By: _____
Bryan Carnithan

DATED: 07/18/14 By: 
Counsel for Bryan Carnithan

DATED: _____ RELATOR AMY COOK-RESKA

By: _____
Amy Cook-Reska

DATED: _____ By: _____
Counsel for Amy Cook Reska

DATED: _____ RELATOR KATHLEEN BRYANT

By: _____
Kathleen Bryant

DATED: _____ By: _____
Counsel for Kathleen Bryant

DATED: _____ RELATOR RACHEL BRYANT

By: _____
Rachel Bryant

DATED: _____ By: _____
Counsel for Rachel Bryant

DATED: _____ RELATOR BRYAN CARNITHAN

By: _____
Bryan Carnithan

DATED: _____ By: _____
Counsel for Bryan Carnithan

DATED: 7/21/2014 RELATOR AMY COOK-RESKA

By: Amy Cook-Reska
Amy Cook-Reska

DATED: 7/21/2014 By: Paul J. Gould

DATED: 7-10-2014 RELATOR SHEREE COOK

By: Sheree Cook Hester
Sheree Cook

DATED: 7-14-14

By: Adam G. Miller
Counsel for Sheree Cook

DATED: _____ RELATOR JAMES DOGHARAMJI, M.D.

By: _____
James Doghramji, M.D.

DATED: _____

By: _____
Counsel for James Doghramji

DATED: _____

RELATOR THOMAS MASON, M.D.

By: _____
Thomas Mason, M.D.

DATED: _____

By: _____
Counsel for Thomas Mason, M.D.

DATED: _____

RELATOR SCOTT PLANTZ, M.D.

By: _____
Scott Plantz, M.D.

DATED: _____

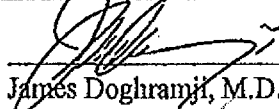
By: _____
Counsel for Scott Plantz, M.D.

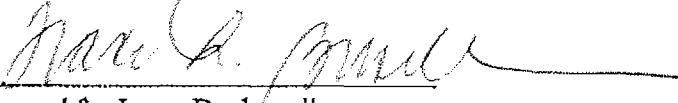
DATED: _____ RELATOR SHEREE COOK

By: _____
Sheree Cook

DATED: _____ By: _____
Counsel for Sheree Cook

DATED: 7/10/2014 RELATOR JAMES DOGHRAMJI, M.D.

By:  _____
James Doghranji, M.D.

DATED: 7/14/14 By:  _____
Counsel for James Doghranji

DATED: _____ RELATOR THOMAS MASON, M.D.

By: _____
Thomas Mason, M.D.

DATED: _____ By: _____
Counsel for Thomas Mason, M.D.

DATED: _____ RELATOR SCOTT PLANTZ, M.D.

By: _____
Scott Plantz, M.D.

DATED: _____ By: _____
Counsel for Scott Plantz, M.D.

DATED: _____

RELATOR SHEREE COOK

By: _____
Sheree Cook

DATED: _____

By: _____
Counsel for Sheree Cook

DATED: _____

RELATOR JAMES DOGHARAMJI, M.D.

By: _____
James Doghramji, M.D.

DATED: _____

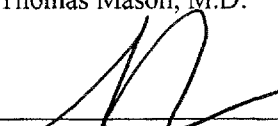
By: _____
Counsel for James Doghramji

DATED: 7/17/14

RELATOR THOMAS MASON, M.D.

By: Thomas Mason, M.D.
Thomas Mason, M.D.

DATED: 7/18/14

By: 
Counsel for Thomas Mason, M.D.

DATED: _____

RELATOR SCOTT PLANTZ, M.D.

By: _____
Scott Plantz, M.D.

DATED: _____

By: _____
Counsel for Scott Plantz, M.D.

DATED: _____ RELATOR SHEREE COOK

By: _____
Sheree Cook

DATED: _____ By: _____
Counsel for Sheree Cook

DATED: _____ RELATOR JAMES DOGHARAMJI, M.D.

By: _____
James Doghramji, M.D.

DATED: _____ By: _____
Counsel for James Doghramji

DATED: _____ RELATOR THOMAS MASON, M.D.

By: _____
Thomas Mason, M.D.

DATED: _____ By: _____
Counsel for Thomas Mason, M.D.

DATED: July 22, 2014 RELATOR SCOTT PLANTZ, M.D.

By: Scott Plantz
Scott Plantz, M.D.

DATED: July 23, 2014 By: Matthew O.
Counsel for Scott Plantz, M.D.

DATED: 7/21/14

RELATOR NANCY REUILLE

By: Nancy Reuille
Nancy Reuille

DATED: 7/21/14

By: [Signature]
Counsel for Nancy Reuille

ATTACHMENT A

	HOSPITAL Name	CCN Number	ADDRESS	Covered Period Start	Covered Period End
1	Affinity Hospital, LLC d/b/a Trinity Medical Center	010104	Birmingham, Alabama	8/1/2008	12/31/2010
2	Centre Hospital Corporation d/b/a Cherokee Medical Center	010022	400 Northwood Drive, Centre, Alabama	5/1/2007	12/31/2010
3	Foley Hospital Corporation d/b/a South Baldwin Regional Medical Center	010083	1613 North McKenzie Street, Foley, AL 36535	7/1/2001	12/31/2010
4	Fort Payne Hospital Corporation d/b/a DeKalb Regional Medical Center	010012	200 Medical Center Drive, Fort Payne, AL 35968	5/1/2007	12/31/2010
5	Greenville Hospital Corporation d/b/a LV Stabler Memorial Hospital	010150	29 LV Stabler Drive, Greenville, AL 36037	11/1/1995	12/31/2010
6	QHG of Enterprise, Inc. d/b/a Medical Center Enterprise	010049	400 N. Edwards St., Enterprise, Alabama	8/1/2008	12/31/2010
7	Triad of Alabama, LLC d/b/a Flowers Hospital	010055	4370 West Main Street, Dothan, AL 36305	8/1/2008	12/31/2010
8	Mat-Su Valley Medical Center, LLC d/b/a Mat-Su Regional Medical Center	020006	Palmer, Alaska	8/1/2008	12/31/2010
9	Bullhead City Hospital Corporation d/b/a Western Arizona Regional Medical Center	030101	2735 Silver Creek Road, Bullhead City, AZ 86442	8/1/2001	12/31/2010
10	Northwest Hospital, LLC d/b/a Northwest Medical Center	030085	6200 N. LaCholla Blvd., Tucson, Arizona	8/1/2008	12/31/2010
11	Oro Valley Hospital, LLC d/b/a Northwest Medical Center Oro Valley a/k/a Oro Valley Hospital	030114	6200 N. LaCholla Blvd, Tucson, Arizona	8/1/2008	12/31/2010
12	Payson Hospital Corporation d/b/a Payson Regional Medical Center	030033	807 S. Ponderosa, Payson, Arizona	9/1/1998	12/31/2010
13	Forrest City Arkansas Hospital Company, LLC d/b/a Forrest City Medical Center	040019	Forrest City, Arkansas	4/1/2007	12/31/2010
14	MCSA, L.L.C. d/b/a Medical Center of South Arkansas	040088	El Dorado, Arkansas	5/1/2010	12/31/2010
15	National Healthcare of Newport, Inc. d/b/a Harris Hospital	040080	1205 McLain Street, Newport, Arkansas 72112	11/1/1995	12/31/2010
16	Northwest Arkansas Hospitals, LLC d/b/a Northwest Medical Center – Bentonville	040138	3000 SE Medical Center Pkwy, Bentonville, AR 72712	8/1/2008	12/31/2010
17	Northwest Arkansas Hospitals, LLC d/b/a Northwest Medical Center – Springdale	040022	609 West Maple Avenue, Springdale, AR 72764	8/1/2008	12/31/2010
18	Phillips Hospital Corporation d/b/a Helena Regional Medical Center	040085	1801 Martin Luther King Drive, Helena, AR 72342	4/1/2003	12/31/2010
19	Siloam Springs Arkansas Hospital Company, LLC d/b/a Siloam Springs Memorial Hospital	040001	Siloam Springs, Arkansas	3/1/2010	12/31/2010
20	Fallbrook Hospital Corporation d/b/a Fallbrook Hospital	050435	624 East Elder Street, Fallbrook, California 92028	12/1/1999	12/31/2010

ATTACHMENT A

21	Hospital of Barstow, Inc. d/b/a Barstow Community Hospital	050298	Barstow, California	2/1/1994	12/31/2010
22	Watsonville Hospital Corporation d/b/a Watsonville Community Hospital	050194	Watsonville, California	10/1/1999	12/31/2010
23	Crestwood Healthcare, L.P. d/b/a Crestwood Medical Center	010131	P.O. Box 898, Dover, Delaware	8/1/2008	12/31/2010
24	Lea Regional Hospital, LLC d/b/a Lea Regional Medical Center	320065	1013 Centre Rd, Wilmington, Delaware	8/1/2008	12/31/2010
25	Crestview Hospital Corporation d/b/a North Okaloosa Medical Center	100122	151 East Redstone Avenue, Crestview, FL 32539	4/1/1997	12/31/2010
26	Lake Wales Hospital Corporation d/b/a Lake Wales Medical Center	100099	410 South 11th Street Lake Wales, FL 33853	1/1/2004	12/31/2010
27	Augusta Hospital, LLC d/b/a Trinity Hospital of Augusta	110039	2260 Wrightsboro Road, Augusta, GA 30904	8/1/2008	12/31/2010
28	Blue Ridge Georgia Hospital Company, LLC d/b/a Fannin Regional Hospital	110189	2855 Old Highway 5 North, Blue Ridge, GA 30513	2/1/1987	12/31/2010
29	Galesburg Hospital Corporation d/b/a Galesburg Cottage Hospital	140040	695 N. Kellogg Street, Galesburg, IL 61401	8/1/2005	12/31/2010
30	Granite City Illinois Hospital Company, LLC d/b/a Gateway Regional Medical Center	140125	2100 Madison Avenue, Granite City, IL 62040	2/1/2003	12/31/2010
31	Marion Hospital Corporation d/b/a Heartland Regional Medical Center	140184	3333 West DeYoung, Marion, IL 62959	11/1/1997	12/31/2010
32	National Healthcare of Mt. Vernon, Inc. d/b/a Crossroads Community Hospital	140294	#8 Doctor's Park Road, Mt. Vernon, IL 62864	11/1/1995	12/31/2010
33	Waukegan Illinois Hospital Company, LLC d/b/a Vista Medical Center East/West	140033	1324 N. Sheridan Road, Waukegan, Illinois 60085	8/1/2008	12/31/2010
34	Waukegan Illinois Hospital Company, LLC d/b/a Vista Medical Center East/West	140084	1324 N. Sheridan Road, Waukegan, Illinois 60085	8/1/2007	12/31/2010
35	Bluffton Health System, LLC d/b/a Bluffton Regional Medical Center	150075	303 South Main Street, Bluffton, IN 46714	8/1/2008	12/31/2010
36	DuPont Hospital, LLC d/b/a DuPont Hospital	150150	Fort Wayne, Indiana	8/1/2008	12/31/2010
37	IOM Health System, L.P. d/b/a Lutheran Hospital	150017	Fort Wayne, Indiana	8/1/2008	12/31/2010
38	Lutheran Musculoskeletal Center	150168	Fort Wayne, Indiana	8/1/2008	12/31/2010
39	Porter Hospital, LLC d/b/a Porter Hospital	150035	814 LaPorte Avenue, Valparaiso, IN 46383	6/1/2008	12/31/2010
40	St. Joseph Health System, LLC d/b/a St. Joseph Hospital	150047	Fort Wayne, Indiana	8/1/2008	12/31/2010
41	Warsaw Health System, LLC d/b/a Kosciusko Community Hospital	150133	2101 East Dubois Drive, Warsaw, IN 46580	8/1/2008	12/31/2010

ATTACHMENT A

42	Hospital of Fulton, Inc. d/b/a Parkway Regional Hospital	180117	2000 Holiday Lane, Fulton, KY 42041	6/1/1993	12/31/2010
43	Hospital of Louisa, Inc. d/b/a Three Rivers Medical Center	180128	2483 Highway 644, Louisa, KY 41230	6/1/1994	12/31/2010
44	Jackson Hospital Corporation d/b/a Kentucky River Medical Center	180139	540 Jetts Drive, Jackson, KY 41339	9/1/1996	12/31/2010
45	National Healthcare of Leesville, Inc. d/b/a Byrd Regional Hospital	190164	1020 Fertitta Blvd., Leesville, LA 71446	11/1/1995	12/31/2010
46	Ruston Louisiana Hospital Company, LLC d/b/a Northern Louisiana Medical Center	190086	401 East Vaughn Avenue, Ruston, LA 71270	5/1/2008	12/31/2010
47	Women & Children's Hospital, LLC d/b/a Women & Children's Hospital	190201	Lake Charles, Louisiana	8/1/2008	12/31/2010
48	Vicksburg Healthcare, LLC a/k/a River Region Health System d/b/a River Region Medical Center	250031	2100 Highway 61 North, Vicksburg, MS 39183	8/1/2008	12/31/2010
49	Wesley Health System, LLC d/b/a Wesley Medical Center	250094	5001 Hardy Street, Hattiesburg, MS 39402	8/1/2008	12/31/2010
50	Kirksville Missouri Hospital Company, LLC d/b/a Northeast Regional Medical Center	260022	Kirksville, Missouri	1/1/2002	12/31/2010
51	Moberly Hospital Company, LLC d/b/a Moberly Regional Medical Center	260074	Moberly, Missouri	12/1/1994	12/31/2010
52	Salem Hospital Corporation d/b/a The Memorial Hospital of Salem County	310091	310 Woodstown Rd., Salem, NJ 08079	10/1/2003	12/31/2010
53	Deming Hospital Corporation d/b/a Mimbres Memorial Hospital	320014	Deming, New Mexico	4/1/1997	12/31/2010
54	Carlsbad Medical Center, LLC d/b/a Carlsbad Medical Center	320063	2430 West Pierce Street, Carlsbad, NM 88220	8/1/2008	12/31/2010
55	MountainView Regional Medical Center	320085	Las Cruces, New Mexico	8/1/2008	12/31/2010
56	Roswell Hospital Corporation d/b/a Eastern New Mexico Medical Center	320006	405 West Country Club Road, Roswell, NM 88201	5/1/1999	12/31/2010
57	San Miguel Hospital Corporation d/b/a Alta Vista Regional Hospital	320003	104 Legion Drive, Las Vegas, NM 87701	5/1/2001	12/31/2010
58	Williamston Hospital Corporation d/b/a Martin General Hospital	340133	310 S McCaskey Rd., Williamston, NC 27892	12/1/1999	12/31/2010
59	Claremore Regional Hospital, LLC d/b/a Claremore Regional Hospital	370039	1202 North Muskogee Place, Claremore, OK 74017	8/1/2008	12/31/2010
60	Deaconess Health System, LLC d/b/a Deaconess Hospital	370032	Oklahoma City, Oklahoma	8/1/2008	12/31/2010
61	Kay County Oklahoma Hospital Company, LLC d/b/a Ponca City Medical Center	370006	Ponca City, Oklahoma	6/1/2007	12/31/2010
62	SouthCrest, LLC d/b/a SouthCrest Hospital	370202	8801 South 101st East Avenue, Tulsa, OK 74133	8/1/2008	12/31/2010

ATTACHMENT A

63	Woodward Health System, LLC d/b/a Woodward Hospital	370002	900 17th Street, Woodward, OK 73801	8/1/2008	12/31/2010
64	McKenzie-Willamette Regional Medical Center Associates, LLC d/b/a McKenzie-Willamette Regional Medical Center	380020	Springfield, Oregon	8/1/2008	12/31/2010
65	Berwick Hospital Corporation, LLC d/b/a Berwick Hospital Center	390072	701 East 16th St., Berwick, PA 18603	4/1/2000	12/31/2010
66	CHHS Hospital Company, LLC d/b/a Chestnut Hill Hospital	390026	8835 Germantown Avenue, Philadelphia, PA 19118	3/1/2006	12/31/2010
67	Clinton Hospital Corporation d/b/a Lock Haven Hospital	390071	24 Cree Drive, Lock Haven, PA 17745	9/1/2003	12/31/2010
68	Coatesville Hospital Corporation d/b/a Brandywine Hospital	390076	201 Reeceville Road, Coatesville, PA 19320	7/1/2002	12/31/2010
69	Northampton Hospital Company, LLC d/b/a Easton Hospital	390162	250 South 21st Street, Easton, PA 18042	11/1/2002	12/31/2010
70	Phoenixville Hospital Company, LLC d/b/a Phoenixville Hospital	390127	140 Nutt Road, Phoenixville, PA 19460	9/1/2005	12/31/2010
71	Pottstown Hospital Company, LLC d/b/a Pottstown Memorial Medical Center	390123	1600 E High Street, Pottstown, PA 19464	8/1/2004	12/31/2010
72	Sunbury Hospital Company, LLC d/b/a Sunbury Community Hospital	390084	350 North 11th Street, Sunbury PA 17801	11/1/2006	12/31/2010
73	West Grove Hospital Company, LLC d/b/a Jennersville Regional Hospital	390220	1015 West Baltimore Pike, West Grove, PA 19390	11/1/2002	12/31/2010
74	Wilkes-Barre Hospital Company, LLC d/b/a Wilkes-Barre General Hospital	390137	Wilkes-Barre, Pennsylvania	5/1/2010	12/31/2010
75	Chesterfield/Marlboro, LP d/b/a Chesterfield General Hospital	420062	711 Chesterfield Hwy., Cheraw, SC 29520	9/1/1997	12/31/2010
76	Chesterfield/Marlboro, LP d/b/a Marlboro Park Hospital	420054	Bennettsville, South Carolina	9/1/1997	12/31/2010
77	Lancaster Hospital Corporation d/b/a Springs Memorial Hospital	420036	800 W. Meeting Street, Lancaster, SC 29720	1/1/2005	12/31/2010
78	Mary Black Health System LLC d/b/a Mary Black Memorial Hospital	420083	1700 Skylyn Drive, Spartanburg, SC 29307	12/1/1995	12/31/2010
79	QHG of South Carolina, Inc. d/b/a Carolinas Hospital System (Florence); Marion Regional Hospital	420091	805 Pamplico Highway Florence, SC 29505	8/1/2008	12/31/2010
80	Bradley Memorial County Hospital	440024	Cleveland, Tennessee	8/1/2008	12/31/2010
81	Brownsville Hospital Corporation d/b/a Haywood Park Community Hospital	440174	2545 N. Washington Ave., Brownsville, TN 38012	2/1/2004	12/31/2010
82	Clarksville Health System, G.P. d/b/a Gateway Health System a/k/a Gateway Medical Center	440035	651 Dunlop Lane Clarksville, TN 37040	8/1/2008	12/31/2010
83	Cleveland Tennessee Hospital Company, LLC d/b/a Sky Ridge Medical Center	440185	2800 Westside Drive, NW, Cleveland, TN 37312	11/1/2006	12/31/2010

ATTACHMENT A

84	Dyersburg Hospital Corporation d/b/a Dyersburg Regional Medical Center	440072	400 Tickle Street, Dyersburg, TN 38024	2/1/2004	12/31/2010
85	Hospital of Morristown, Inc. d/b/a Lakeway Regional Hospital	440067	726 McFarland Street, Morristown, TN 37814	6/1/1994	12/31/2010
86	Jackson, Tennessee Hospital Company, LLC d/b/a Regional Hospital of Jackson	440189	367 Hospital Blvd, Jackson, TN 38305	2/1/2004	12/31/2010
87	Lexington Hospital Corporation d/b/a Henderson County Community Hospital	440008	200 West Church St, Lexington, TN 38351	2/1/2004	12/31/2010
88	Martin Hospital Corporation d/b/a Volunteer Community Hospital	440061	161 Mount Pella Road, Martin, TN 38237	2/1/2004	12/31/2010
89	McKenzie Tennessee Hospital Company, LLC d/b/a McKenzie Regional Hospital	440182	161 Hospital Drive, McKenzie, TN 38201	2/1/2004	12/31/2010
90	McNairy Hospital Corporation d/b/a McNairy Regional Hospital	440051	705 Poplar Ave., Selmer, TN 38375	2/1/2004	12/31/2010
91	Shelbyville Hospital Corporation d/b/a Heritage Medical Center	440137	2835 Highway 231 North, Shelbyville, TN 37160	8/1/2006	12/31/2010
92	ARMC, L.P. d/b/a Abilene Regional Medical Center	450558	5800 Tennyson Parkway, Plano, Texas	8/1/2008	12/31/2010
93	Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center	450830	Alpine, Texas	11/1/2000	12/31/2010
94	Big Spring Hospital Corporation d/b/a Scenic Mountain Medical Center	450653	1601 W. 11th, Place Big Spring, TX 79720	11/1/1995	12/31/2010
95	Brownwood Hospital, LP d/b/a Brownwood Regional Medical Center	450587	1501 Burnet Drive, Brownwood, TX 76801	8/1/2008	12/31/2010
96	Cedar Park Health System, L.P. d/b/a Cedar Park Regional Medical Center	670043	1401 Medical Parkway, Cedar Park, TX 78613	1/1/2009	12/31/2010
97	Cleveland Regional Medical Center, L.P. d/b/a Cleveland Regional Medical Center	450296	300 East Crockett Street, Cleveland, TX 77327	9/1/1997	12/31/2010
98	College Station Hospital, L.P. d/b/a College Station Medical Center	450299	5800 Tennyson Parkway, Plano, Texas	8/1/2008	12/31/2010
99	DeTar Healthcare System (a/k/a Victoria of Texas, L.P.) d/b/a DeTar Hospital Navarro and De Tar Hospital North	450147	5800 Tennyson Parkway, Plano, Texas	8/1/2008	12/31/2010
100	DHSC, LLC d/b/a Affinity Medical Center	360151	5800 Tennyson Parkway, Plano, Texas	8/1/2008	12/31/2010
101	Gadsden Regional Medical Center, LLC d/b/a Gadsden Regional Medical Center	010040	5800 Tennyson Parkway, Plano, Texas	8/1/2008	12/31/2010
102	Granbury Hospital Corporation d/b/a Lake Granbury Medical Center	450596	Granbury, Texas	2/1/1998	12/31/2010
103	Jourdanton Hospital Corporation d/b/a South Texas Regional Medical Center	450165	Jourdanton, Texas	12/1/2002	12/31/2010
104	Laredo Texas Hospital Company, L.P. d/b/a Laredo Medical Center	450029	1700 E. Saunders St., Laredo, TX 78041	11/1/2004	12/31/2010

ATTACHMENT A

1105	Longview Medical Center, L.P. d/b/a Longview Regional Medical Center	450702	2901 N. Fourth St., Longview, TX 75605	8/1/2008	12/31/2010
1106	Navarro Hospital, LP d/b/a Navarro Regional Hospital	450447	3201 West Highway 22, Corsicana, TX 75110	8/1/2008	12/31/2010
1107	NHCl of Hillsboro, Inc. d/b/a Hill Regional Hospital	450192	101 Circle Drive, Hillsboro, TX 76645	11/1/1995	12/31/2010
1108	Piney Woods Healthcare System, LP d/b/a Woodland Heights Medical Center	450484	505 South John Redditt Drive, Lufkin, TX 75904	8/1/2008	12/31/2010
1109	Presbyterian Hospital of Denton	450743	Denton, Texas	8/1/2008	4/1/2009
1110	San Angelo Hospital, L.P. d/b/a San Angelo Community Medical Center	450340	3501 Knickerbocker Road, San Angelo, TX 76904	8/1/2008	12/31/2010
1111	Weatherford Texas Hospital Company, LLC d/b/a Weatherford Regional Medical Center	450203	713 E. Anderson Street, Weatherford, TX 76086	12/1/2007	12/31/2010
1112	Tooele Hospital Corporation d/b/a Mountain West Medical Center	460014	Tooele, Utah	11/1/2001	12/31/2010
1113	Emporia Hospital Corporation d/b/a Southern Virginia Regional Medical Center	490097	727 North Main Street, Emporia, VA 23847	4/1/2000	12/31/2010
1114	Franklin Hospital Corporation d/b/a Southampton Memorial Hospital	490092	100 Fairview Drive Franklin, VA 23851	4/1/2001	12/31/2010
1115	Petersburg Hospital Company, LLC d/b/a Southside Regional Medical Center	490067	200 Medical Park Blvd., Petersburg, VA 23805	9/1/2004	12/31/2010
1116	Spokane Washington Hospital Company, LLC a/k/a Rockwood Health System d/b/a Deaconess Medical Center	500044	Spokane, Washington	11/1/2009	12/31/2010
1117	Spokane Valley Washington Hospital Company, LLC d/b/a Valley Hospital & Medical Center	500119	Spokane Valley, Washington	11/1/2009	12/31/2010
1118	Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center	510002	Ronceverte, West Virginia	8/1/2008	12/31/2010
1119	Evanston Hospital Corporation d/b/a Evanston Regional Hospital	530032	Evanston, Wyoming	8/1/2008	12/31/2010

ATTACHMENT B

CARDIAC PROCEDURE CODES

00.50	37.21	37.77	37.87
00.51	37.22	37.79	37.89
00.52	37.23	37.80	37.94
00.53	37.70	37.81	37.95
00.54	37.71	37.82	37.96
00.66	37.72	37.83	37.97
36.06	37.73	37.85	37.98
36.07	37.75	37.86	

HEMODIALYSIS PROCEDURE CODES

39.27
39.42
39.43
39.49
39.50
39.95